

**BUCKSPORT TOWN COUNCIL MEETING
7:00 P.M., THURSDAY, AUGUST 22, 2019
TOWN COUNCIL CHAMBERS – BUCKSPORT TOWN OFFICE
AGENDA**

- 1. Call Meeting To Order**
- 2. Roll Call**
- 3. Presentation of any Town Council Recognitions**
- 4. Consider minutes of previous meetings**
 - a. Town Council Minutes 8/8/19
 - b. 3/13/14 Town Council Minutes
 - c. 3/25/14 Town Council Minutes
 - d. 3/27/14 Town Council Minutes
 - e. 4/3/14 Town Council Minutes
 - f. 4/10/14 Town Council Minutes
 - g. 7/11/19 Services Committee Minutes
 - h. 7/11/19 Regulatory Review Committee Minutes
 - i. 7/25/19 Infrastructure & Property Committee Minutes
 - j. 8/8/19 Regulatory Review Committee Minutes
- 5. Receive and Review Correspondence**
 - a. Downeast Transportation Ridership Report – July 2019
- 6. Ordinances to Consider/Introduce**
- 7. Discussion Items (Manager Clarification and Direction, or Council Discussion and/or Input on Issues)**
 - a. Infrastructure Committee Meeting Update
 - b. Pool Bid Information
- 8. Agenda Items**
 - a. To approve Resolve 2020-11 to approve the purchase of a 2019 3500 Dodge Tradesman Crew Cab and plow
 - b. To approve Resolve 2020-12 to approve the selection of a pool consultant & to submit a resolve to the public for the 2019 November Election for replacement of the Town Pool
 - c. To approve Resolve 2020-13 to accept a 2020 Shore and Harbor Planning Grant
 - d. To approve Resolve 2020-14 to submit a Road Project resolve to the public for the 2019 November Election
- 9. Resignations, Appointments, Assignments, and Elections**
 - a. Code Enforcement Officer/LPI/E911 Addressing Officer Appointments
- 10. Approval of Quit Claims, Discharges, and Deeds**
- 11. Town Manager Report**
- 12. Set Public Hearings, and/or Hold Public Hearings and Approval of any Licenses or Permits**
- 13. Discussion of Items Not on the Agenda for Council and Public**
- 14. Upcoming Public Hearings, Designation of Topics for Committee Assignment, and Scheduling of Committee Meetings**
- 15. Adjournment**

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**BUCKSPORT TOWN COUNCIL MEETING
7:00 P.M., THURSDAY, AUGUST 8, 2019
TOWN COUNCIL CHAMBERS – BUCKSPORT TOWN OFFICE
MINUTES**

1. Call Meeting To Order

Mayor Stewart called the meeting to order at 7:00 p.m.

2. Roll Call

Councilors Present: Mark Eastman, Paul Bissonnette, Peter Stewart, Daniel Ormsby, Paul Gauvin, Robert Carmichael, Jr.

Councilors Absent: None.

3. Presentation of any Town Council Recognitions

- a. Pam Payson, Michael Sealy – Life Saving Award

Town Manager Lessard and the Council recognized on-call paramedic Michael Sealy and Captain Pamela Payson for their actions in saving a life on the Penobscot Narrows Bridge last month.

4. Consider minutes of previous meetings

- a. Town Council Minutes 7/25/19
- b. 7/11/13 Town Council Minutes
- c. 8/8/13 Town Council Minutes
- d. 8/29/13 Town Council Minutes
- e. 9/12/13 Town Council Minutes
- f. 9/26/13 Town Council Minutes
- g. 10/10/13 Town Council Minutes
- h. 10/31/13 Town Council Minutes
- i. 11/14/13 Town Council Minutes
- j. 11/21/13 Town Council Minutes
- k. 2/27/14 Town Council Minutes

*Councilor Gauvin moved and Councilor Ormsby seconded to approve the above listed minutes. **Motion Passed 6-0***

5. Receive and Review Correspondence

- a. Police call to Verona 7-22-19 -- *Noted.*
- b. Police call to Verona 7-23-19 -- *Noted.*
- c. Maine Municipal Association Risk Pool Dividend -\$7,955 -- *Noted.*
- d. Downeast Transportation Ridership Report – June 2019 -- *Noted.*

6. Ordinances to Consider/Introduce

- a. First Reading – Fee Schedule Update

Code Enforcement Officer Jeff Hammond approached Council in regards to a first reading in updating the fee schedule. Councilor Ormsby expressed concern in the amount of fees that the town has, to which Town Manager Lessard responded that the fees help offset taxation.

7. Discussion Items (Manager Clarification and Direction, or Council Discussion and/or Input on Issues)

a. Regulatory Review Committee Meeting Update

Councilor Eastman updated the Council on what the Regulatory Review Committee discussed at their meeting. He stated that they talked about funding outside agencies, to which Town Manager Lessard will come up with a policy and bring it to their next meeting.

b. Additional Information re: swimming in Silver Lake

Town Manager Lessard was contacted by Shirley Gowen who sat on the Town Council at the time that the swimming on Silver Lake ordinance was enacted. She stated that the ordinance was put into place for public health reasons and due to an agreement with the Mill since they owned the water rights.

8. Agenda Items

a. To approve Resolve 2020-08 to approve the AARP Age & Ability Friendly Community Action Plan

*Councilor Gauvin moved and Councilor Carmichael seconded to approve Resolve 2020-08.
Motion Passed 6-0*

b. To approve Resolve 2020-09 to approve the Maine Municipal Association Election Ballot

*Councilor Carmichael moved and Councilor Ormsby seconded to approve Resolve 2020-09.
Motion Passed 6-0*

c. To approve Resolve 2020-10 to approve the sale of the 2003 Ambulance to Robert Hartford

*Councilor Gauvin moved and Councilor Ormsby seconded to approve Resolve 2020-10.
Motion Passed 6-0*

9. Resignations, Appointments, Assignments, and Elections

a. Assessor Resignation

Town Manager Lessard stated that she received a letter of resignation from Assessor Jef Fitzgerald. He has accepted a job as City Planner for the City of Ellsworth. Mr. Fitzgerald will continue to work for the Town of Bucksport through the end of August. Town Manager Lessard stated that in the job advertisement for this position, she left it open for full-time assessors as well as assessing agents and companies.

b. Councilor Kee Resignation

*Councilor Gauvin moved and Councilor Bissonnette seconded to accept the resignation of Councilor David Kee. **Motion Passed 6-0***

The Council will decide at their next meeting whether or not they will appoint an interim Councilor, or whether they will just wait for the November election.

10. Approval of Quit Claims, Discharges, and Deeds – None.

11. Town Manager Report

- a. Department Head Reports – Noted.

The Town Manager's Report is attached hereto and therefore made a part of these minutes.

12. Set Public Hearings, and/or Hold Public Hearings and Approval of any Licenses or Permits

- a. American Traveling Morrice, Festival & Public Entertainment License – 8-16-19

*Councilor Gauvin moved and Councilor Ormsby seconded to approve the Festival & Public Entertainment License for American Traveling Morrice on August 16, 2019. **Motion Passed 6-0** Chief Geagan added that his only stipulation is that cones or barricades be put up in front of where the event will be happening.*

13. Discussion of Items Not on the Agenda for Council and Public

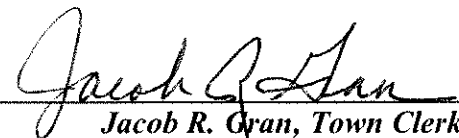
Councilor Carmichael stated that the various community groups in town, such as Wednesday's on Main, adds a lot of value for the town. He noted that when one of Wednesday's on Main's events was sold out, many of the individuals went to restaurants in town.

14. Upcoming Public Hearings, Designation of Topics for Committee Assignment, and Scheduling of Committee Meetings

Infrastructure Committee – August 22, 2019 – 6:30 p.m.

15. Adjournment

*Councilor Carmichael and Councilor Bissonnette seconded to adjourn the meeting at 7:40 p.m. **Motion Passed 6-0***

ATTEST: 
Jacob R. Gran, Town Clerk

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**BUCKSPORT TOWN COUNCIL MEETING
7:00 P.M., THURSDAY, MARCH 13, 2014
TOWN COUNCIL CHAMBER – BUCKSPORT TOWN OFFICE**

AMENDED AGENDA

1. Meeting was called to order by Mayor David Keene at 7:00 P.M.
2. Members Present: Michael Ormsby, Glenn Findlay, David Kee, David Keene, Frank Dunbar, Peter Stewart and Byron Vinton.
3. Consider minutes of previous meetings - None
4. Receive and review correspondence and documents
 - Reviewed notice from FEMA advising that the request for a major disaster declaration has been denied. This request was for winter storms during the period of December 21, 2013 to January 1, 2014.
 - All Council members received a letter from Jim Given, regarding an interest in Wilson Hall.
5. Consider Resolve #R-2014-162 to approve the expansion of signage at the entrance to the Miles Lane Trails as a project of Daniel Bunker in his efforts to become an Eagle Scout

It was motioned by Byron Vinton, seconded by Frank Dunbar and unanimously voted to approve Resolve #R-2014-162.

6. Hear presentation from David Weiss regarding a request for funding for a digital projector at the Alamo Theater
 - David Weiss thanked the Community for the years of commitment to the Alamo Theatre, and is requesting a donation to help fund a new digital projector for the Alamo.
 - Ron Russell, resident of Verona Island indicated the need for a projector. Ron indicated that Tabatha and Stephen King has donated two \$25,000 matching grant. (Digital Projector and substantiality) A Friends Group has been started and set-up a "Go Fund Me Love Sight" for donation of any amount, but \$25,000 would be great for the King matching grant.
 - David Kee recommends supporting the request, and feel a wrong message will be given if the town doesn't contribute.
 - Alvin Kimball Chairperson of the Friends Group said the Alamo Theatre is a great asset to the Community. It draws people to Bucksport. Go Fund account has raised to date \$18,000 and need another \$7,000 for the matching grant.
 - Ralph Talbot said as a tax payer and citizens of Bucksport, he fully supports donating funds to the Alamo.
 - Frank Dunbar fully supports a donation and commented what a great lost to the Town if the Alamo had to close.

-David Kee appreciates everything everybody is doing to keep the Alamo up and running.

7. Consider Resolve #R-2014-163 to refer the issue of funding a digital projector to the Finance Committee

It was motioned by Frank Dunbar, seconded by Byron Vinton to approve Resolve #R-2014-163. (No vote was taken, another motion, with amended Resolve)

It was motioned by Peter Stewart, seconded by Byron Vinton and unanimously voted to approve amended Resolve #R-2014-163.

8. Consider Resolve #R-2014-164 to approve payment of \$13,632.50 to Olver Associates, Inc. for professional services associated with the Secondary Treatment Plant Upgrade design

It was motioned by Byron Vinton, seconded by Peter Stewart and unanimously voted to approve Resolve #R-2014-164.

9. Consider Resolve #R-2014-165 to authorize expenditures from the Town Office Capitol Reserve for an opaque projector

It was motioned by Peter Stewart, seconded by Glenn Findlay and unanimously voted to approve Resolve #R-2014-165.

10. Consider Resolve #R-2014-166 to consider to authorize expenditures from the Information Technology Infrastructure Account for an additional workstation at the Town Office front counter

It was motioned by Peter Stewart, seconded by David Kee and unanimously voted to approve Resolve #R-2014-166.

11. Consider Resolve #R-2014-167 to amend a memorandum of understanding between the Town of Bucksport and the Regional School Unit

It was motioned by Peter Stewart, seconded by David Kee and unanimously voted to approve Resolve #R-2014-167.

12. Consider Resolve #R-2014-168 to approve the Audit for the period 7/1/2012 to 6/30/2013

It was motioned by Peter Stewart, seconded by David Kee and unanimously voted to approve Resolve #R-2014-168.

13. Budget Workshop

- Proposed budgets for Recreation, Streets and Ways

- -Tim (Talbot) Emery reviewed the proposed Recreation budget noting no changes. Tim thanked all his numerous volunteers and said he could not have all the different activities without their help. Tim also indicated that youth sports has its own President and they do a great job with fund raising. Tim plans on retiring June 30, 2015.

-Highway Department at zero funding except contractual funding such as wages, benefits and Equipment rental is up \$3,155. Or 5.9%. The Highway Mechanic is retiring in July.

-Solid Waste is also at zero funding except contractual funding such as wages and benefits.

14. Consider Resolve #R-2014-169 to approve a utility Pole permit application from Central Maine Power

It was motioned by Peter Stewart, seconded by David Kee and unanimously voted to approve Resolve #R-2014-169.

15. Consider Resolve #R-2014-170 to refer a request for streetlights to the Streets and Roads Committee

It was motioned by Frank Dunbar, seconded by Byron Vinton and unanimously voted to approve Resolve #R-2014-170.

16. Consider issuing Quit Claim Deeds for paid tax and sewer liens

Council members signed quit Claim Deeds for paid tax and sewer liens for the following: Julie Johnsen, K. Benjamin Dresser, Jane Cirillo, Dennis Nason and Kenneth Dresser, II.

17. Hear report from Appointments Committee

It was motioned by Byron Vinton, seconded by Peter Stewart and unanimously voted to take up an item not on the agenda.

It was motioned by Peter Stewart, seconded by David Kee and unanimously voted to approve Resolve R-2014-171 approving recommendations of the Appointments Committee. (see attachment)

18. Report from the Mayor

- Update on Feldman Property
-Last Friday was the closing on Feldman Property, so the Feldman property is now owned by the Town of Bucksport. Next week will be meeting with DEP pertaining to tearing down the buildings.

19. Discussion items

- a. Set meeting date for Finance Committee for March 20, 2014 at 6:00 p.m.
- b. Set meeting date for Streets & Roads Committee for April 3, 2014 at 5:30 p.m.
- c. Set meeting date for Ordinance Committee for April 10, 2014 at 6:30 p.m.

It was motioned by Byron Vinton, seconded by Michael Ormsby and unanimously voted to approve Victualer License for Jerry Tracy, Jr., d/b/a Main Street Citgo.

It was motioned by Michael Ormsby, seconded by Peter Stewart and unanimously voted to approve Special Permit for Catering Privileges Off-Premises for George MacLeod, d/b/a MacLeod's Restaurant, f/b/o Chamber of Commerce Annual Meeting at Northeast Historic Film.

Council members received Department Head reports and were asked to direct any questions/concerns to Department Head or Finance Director.

20. Vote to enter executive session for the purpose of discussing matters related to local business interests pursuant to 1 MRSA Section 405 (6) (C), and, to discuss Human Resources and Employment issues under 1 MRSA Section 406 (6) (A)

It was motioned by Glenn Findlay, seconded by Frank Dunbar and unanimously voted to move into executive session at 9:12 p.m.

It was motioned by Byron Vinton, seconded by Frank Dunbar and unanimously voted to return to Council meeting at 9:55 p.m.

21. Adjournment

It was motioned by Byron Vinton, seconded by Frank Dunbar and unanimously voted that the meeting be adjourned.
Meeting adjourned at 9:55 p.m.

Respectfully submitted,

Kathy L. Downes
Council Secretary

**BUCKSPORT TOWN COUNCIL MEETING
5:00 P.M., TUESDAY, MARCH 25, 2014
CONFERENCE ROOM-BUCKSPORT TOWN OFFICE**

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1. Meeting was called to order at 5:05 P.M. by Mayor David Keene.
2. Members Present: Michael Ormsby, Glenn Findlay, David Kee, David Keene, Frank Dunbar, Peter Stewart and Byron Vinton.
3. Vote to enter Executive Session for the purpose of discussing matters associated with the employment of a new Town Manager pursuant to 1 MRSA Section 405 (6) (A)

It was motioned by Peter Stewart, seconded by Byron Vinton and unanimously voted to enter into executive session at 5:05 P.M.

Adjournment

It was motioned by Peter Stewart, seconded by Byron Vinton and unanimously voted that the meeting be adjourned.
Meeting adjourned at 7:40 P.M.

Respectfully submitted,

David Keene
Mayor

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**BUCKSPORT TOWN COUNCIL MEETING
7:00 P.M., THURSDAY, MARCH 27, 2014
TOWN COUNCIL CHAMBER, BUCKSPORT TOWN OFFICE**

1. Meeting called to order by David Keene at 7:00 P.M.
2. Members Present: Michael Ormsby, David Keene, Frank Dunbar, Peter Stewart and Byron Vinton. Members Absent: Glenn Findlay and David Kee.
3. Consider minutes of previous meetings

It was motioned by Byron Vinton, seconded by Michael Ormsby and unanimously voted to approve Council minutes of January 30, 2014 as presented.

4. Receive and review correspondence and documents
 - a. Charter Commission Proposal for Hancock County
 - Council members received a proposal from Hendrik D. Gideonse to create a Charter Commission for Hancock for review and possible action by Hancock County's Municipalities
 - It was agreed upon by the Council, as Hendrik Gideonse suggested striking out the last three lines on page 2, paragraph 1, beginning; "Bottom line? After performance of all the personnel, administrative, and financial matters - there's no time or energy left to address matters of substantive policy." Chief Financial Officer alerted Mr. Gideonse concerning this information and would attend a Council meeting to answer any questions or concerns.
 - Mayor David Keene suggested the Council review this proposal, and get back to Mr. Gideonse should action being taken.
5. Budget Workshop
 - Jim Boothby, Superintendent of Schools gave an overview of where RSU25 stands: Just getting General purpose aid from the State, and will go back to the Schoolboard regarding Revenues; Since RSU25 became consolidated FY10, the budget is improving in efficiency and academically; a lot of work left to do, but making progress; 3.6 million dollars preliminary from General Purpose Aid funding; relative to last year, GPA 3.8 million after legislation; enrollment of approximately 1,100 students next year; Special Education showing decrease in percentage-positive trend. Causes for increase – salaries, health insurance debt service – because of façade project at the high school. Jim noted that by the end of April, will have budget numbers for the Council.
6. Consider Resolve #R2014-172 authorizing the payment of \$40,550.50 to Oliver Associates Inc. for design and engineering services regarding the secondary treatment plant upgrade

It was motioned by Byron Vinton, seconded by Michael Ormsby and unanimously voted to approve Resolve #R-2014-172.

7. Consider Resolve #R-2014-173 authorizing the purchase of a Marshall & Swift Appraisal Guide for the assessor's office

It was motioned by Frank Dunbar, seconded by Byron Vinton and unanimously voted to approve Resolve #R-2014-173.

8. Consider Resolve #R-2014-174 to accept the recommendations of the Finance Committee to renew the existing certificate of deposit with Camden National Bank for a period of two years

It was motioned by Byron Vinton, seconded by Frank Dunbar and unanimously voted to approve Resolve #R-2014-174.

9. Consider Resolve #R-2014-175 to accept the recommendations of the Finance Committee for funding to the Alamo Theatre

It was motioned by Byron Vinton, seconded by Frank Dunbar and unanimously voted to approve Resolve #R-2014-175.

10. Consider Resolve #R-2014-176 to refer a request from Maine Water to the Finance Committee for a recommendation

It was motioned by Frank Dunbar, seconded by Byron Vinton and unanimously voted to approve Resolve #R-2014-176.

11. Consider Resolve #R-2014-177 to refer a request from the Tax Collector to meet with the Finance Committee in executive session to discuss two (2) property tax abatement requests

It was motioned by Byron Vinton, seconded by Frank Dunbar and unanimously voted to approve Resolve #R-2014-177.

12. Vote to enter executive session for the purpose of discussing matter related to two (2) separate local business interests pursuant to 1 MRSA Section 405 (6) (C)

It was motioned by Byron Vinton, seconded by Frank Dunbar and unanimously voted to enter into executive session at 8:07 P.M.

13. Exit from executive session

It was motioned by Byron Vinton, seconded by Frank Dunbar and unanimously voted to return to Regular Town Council Meeting at 9:14 P.M.

14. Consider Resolve #R-2014-178 to accept the Finance Committee's recommendation for demolition of Wilson Hall

It was motioned by Frank Dunbar, seconded by Byron Vinton and unanimously voted to approve Resolve #R-2014-178.a

15. Consider Resolve #R2014-179 authorizing the Town Council to purchase the Bucksport Marina

It was motioned by Michael Ormsby, seconded by Frank Dunbar and unanimously voted to approve Resolve #R-2014-179.

16. Discussion items

-Representative Richard Campbell spoke briefly to the Council updating what has been going on in Augusta such as: Cost study on "Improving Rail line for PAM Railroad; rate share on PERC; how to handle trash in future and commercial site for Solar.

Finance Committee Meetings:

- April 9th, 2014 at 6:00 P.M. regarding executive session for Tax Collector to discuss two (2) property tax abatement requests.
- April 17th, 2014 at 6:00 P.M. regarding request from Maine Water Company, Inc for a tax exemption on property values of Company assets in Bucksport.

17. Adjournment

It was motioned by Byron Vinton, seconded by Michael Ormsby and unanimously voted that the meeting be adjourned.
Meeting adjourned at 9:25 P.M.

Respectfully submitted,

Kathy L. Downes
Council Secretary

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BUCKSPORT TOWN COUNCIL BUDGET WORKSHOP
7:00 P.M., THURSDAY, APRIL 3, 2014
TOWN COUNCIL CHAMBERS – BUCKSPORT TOWN OFFICE

MINUTES

1. Meeting was called to order by Mayor David Keene at 7:00 P.M.
2. Members Present: Michael Ormsby, David Keene, Frank Dunbar and Byron Vinton.
Members Absent: Glenn Findlay, David Kee and Peter Stewart.
3. Review of Capital Improvement Program
 - Kathryn Hickson, Finance Director reviewed each Capital Improvements account noting budget funding, appropriations, accounts covered by TIF funds, school designated funds, other Revenues-grants, etc., budget expenses, interest income and fund balances.
 - Council members commented, asking if these amounts are already included in their Capital Improvement account and don't have to come up with the funds.
 - Kathryn Hickson said yes. These are funds that are budgeted each year.
4. General Government
 - Kathryn Hickson reviewed:
 - General Government; increase in Salaries, except a decrease in Town Manager's Salary, increase in Health Insurance and Benefits, increase in Software Support, increase in Tax Lien cost, decrease in Contingency and decrease in Public Access payroll.
 - Assessor Department; increase in Salary, Dues and Travel.
 - Economic Development; increase in Salary.
 - Code Enforcement; increase in Salary and Advertising.
5. Emergency Services/Protection
 - Kathryn Hickson reviewed:
 - Dispatch Office; increase in Salaries (including full-time, extra & overtime, training), increase in Health Insurance and Benefits, Dues and Travel, and Equipment Maintenance & Repair.
 - Police Department; increase in Salary, (including full-time, extra & overtime and training), also increase in Investigation payroll.
 - Public Safety; increase in Salary, building supplies, and decrease in Fuel Heating.
 - Animal Shelter Reserve; will be adding a line for regular donations, plus one for donations to the Spay& Neuter program.
 - Fire Protection; increase in Salaries (including full-time, extra and overtime, training) increase in Salaries for call Firemen, increase in Officers' Salaries,

increase in Chief's expense, increase in Office Supplies and Fire Fighting Supplies, increase in Postage, increase in Equipment purchase, maintenance and repairs and increase in telephone.

-Ambulance; increase in Attendants and Training payroll, increase in assistant Directors' Salary, increase in Training and Hiring expense, increase in Dues and Travel, increase in Office Supplies, Advertising, Software Support, increase in Ambulance supplies, increase in Equipment purchase and Equipment Parts and Repairs, increase in Telephone, Vehicle Fuel, Contracted Services and Collection Cost. A memo addressed to Mayor and Council from Capt. Chris Connor, Assistant EMS Director reviewing the Ambulance Services budget noting his apologies for not being able to attend the Council meeting. (see attachment)

-Fire Chief Craig Bowden spoke about School Street Fire House (Engine House) noting work that has been done by volunteers, such as; poured cement Floor, installed Windows, Door, Siding and installed new stairs with railing leading to the second story. This building is where some of the Antiques are stored.

6. Adjournment

It was motioned by Frank Dunbar, seconded by Byron Vinton and unanimously voted that the meeting be adjourned.

Meeting adjourned at 9:28 P.M.

Respectfully submitted,

Kathy L. Downes
Council Secretary

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**BUCKSPORT TOWN COUNCIL MEETING
7:00 P.M., THURSDAY, APRIL 10, 2014
TOWN COUNCIL CHAMBER, BUCKSPORT TOWN OFFICE**

Minutes

1. Meeting was called to order by Mayor David Keene at 7:00 P.M.
2. Members Present: Michael Ormsby, Glenn Findlay, David Kee, David Keene, Frank Dunbar, Peter Stewart and Byron Vinton.
3. Consider minutes of previous meetings - None
4. Receive and review correspondence and documents
 - a. Municipal Review Committee (MRC) status update
-MRC is advancing an alternative waste management system so that the communities will be prepared if the current arrangement with the PERC waste-to-energy facility in Orrington cannot be sustained beyond April 2018 when the existing, advantageous power purchase expires. (see attachment)

5. Consider Resolve #R-2014-180 to approve contract with Maine Water Inc. for the operation of the Wastewater Treatment Facility and Collection System

It was motioned by Byron Vinton, seconded by Frank Dunbar and unanimously voted to approve Resolve #R-2014-180.

6. Consider Resolve #R-2014-181 to approve the purchase of a camera for the inspection of the town's sewer lines

It was motioned by Peter Stewart, seconded by Michael Ormsby and unanimously voted to approve Resolve #R-2014-181.

7. Consider Resolve #R-2014-182 to send to the Streets & Roads Committee a request from the Public Works Director to establish the paving requirements for the upcoming budget year

It was motioned by Byron Vinton, seconded by Glenn Findlay and unanimously voted to approve Resolve #R-2014-182.

8. Consider Resolve #R-2014-183 to send to the Cemetery Committee a request for a recommendation concerning the future operation of Oak Hill Cemetery

It was motioned by Peter Stewart, seconded by Michael Ormsby and unanimously voted to approve Resolve #R-2014-183.

9. Consider Resolve #R-2014-184 to amend Resolve #R-2014-107 regarding contract with Millett Associates for professional services on Broadway Extension

It was motioned by Michael Ormsby, seconded by Glenn Findlay and unanimously voted to approve Resolve #R-2014-184.

10. Budget Workshop

-Debt Service: - Kathryn Hickson indicated that the Mil rate would be going from 13.56 to 14.21, mostly due to decrease in State funding for School Budget.

-Revenues: - No Changes

-Sewer - Kathryn Hickson reviewed Sewer Budget noting a total of 6.8 % increase; with increases in Salaries, Extra/Overtime, benefits, software, telephone, equipment purchase, postage, testing cost, sludge site and chemical; with a 22.22% decrease in Operator's cost. Sewer is now under contract services.

11. Consider Resolve #R-2014-185 to approve the employment contract for the Town Manager position

It was motioned by Byron Vinton, seconded by Glenn Findlay and unanimously voted to approve Resolve #R-2014-185 approving Employment Contract for Town Manager Derik Goodine starting date of June 9th, 2014.

12. Consider Resolve #R-2014-186 to authorize a change order for the contract for installing pavers along the waterfront as part of the Community Enterprise Block Grant

It was motioned by Glenn Findlay, seconded by Byron Vinton and unanimously voted to approve Resolve #R-2014-186.

13. Consider Resolve #R-2014-187 to send to the Ordinance Committee a request from the Public Works Director to consider creating an expiration date for road opening and/or Entrance permits

It was motioned by Frank Dunbar, seconded by Byron Vinton and unanimously voted to approve Resolve #R-2014-187.

14. Approve any licenses or permits if any

Hold public hearing on renewal of Liquor License and Special Amusement Permit for Wayne Hand, d/b/a Bucksport Golf Club.

No public comments.

It was motioned by Byron Vinton, seconded by Glenn Findlay and unanimously voted to approve renewal of Liquor License and Special Amusement Permit for Wayne Hand, d/b/a Bucksport Golf Club.

15. Discussion items

It was motioned by Byron Vinton, seconded by Michael Ormsby and unanimously voted to take up an item not on the agenda.

It was motioned by Byron Vinton, seconded by Michael Ormsby and unanimously voted to set public hearing on April 24th to introduce Parking Regulations/Overnight Parking.

Feldman Properties – What to do with Feldman Properties? Need to do asbestos Testing; do we burn buildings down; what about items in Buildings, Restaurant Equipment, do we involve an Auction Company, a lot of moving parts and suggest have a working Committee.

It was Council consensus to appoint the Finance Committee as the working Committee.

Marina Property – Need to file a UCC at closing, reviewed assets, reviewed deposits received to date and will be working with the Waterfront Committee.

Town Office hours of operation – Council Members agreed to change hours from closing at 5:00 P.M. to closing at 4:30 P.M. every day

Streets and Road Committee meeting on Wednesday, April 16th at 6:00 P.M.

Ordinance Committee meeting on Wednesday, April 16th at 5:30 P.M.

Cemetery Committee meeting on either the 22nd or 23rd of April. Need to check with Committee members.

Comprehensive Plan Committee meeting on Monday, April 21st at 6:00 P.M.

Department Head Reports – Any questions or concerns on Department Head reports, please see Finance Director or Department Head.

16. Adjournment

It was motioned by David Kee, seconded by Byron Vinton and unanimously voted that the meeting be adjourned.

Meeting adjourned at 9:00 P.M.

Respectfully submitted,

Kathy L. Downes
Council Secretary

**SERVICES COMMITTEE MEETING
THURSDAY, JULY 11, 2019
6:00 P.M.**

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A G E N D A

1. Call meeting to order – *The meeting was called to order at 6 p.m. by Chairman Carmichael.*
2. Roll Call – *Members present: Robert Carmichael, Jr., Mark Eastman, Dan Ormsby*
3. Discussion of Town Office Hours – *The Town Manager explained that she was seeking permission from the Committee to do a survey of Town residents to see if there would be support for changing the Town Office hours to a four day schedule to allow for it to be open earlier and later and better accommodate the schedules of people who work outside the community. Motion by Mark Eastman seconded by Dan Ormsby to authorize the Town Manager to do a survey related to Town Office hours. Vote 3-0.*
4. MOU With Bucksport Bay Healthy Communities Coalition – *The Town Manager explained that the Town of Bucksport and the Bucksport Bay Healthy Communities Coalition had traditionally had an annual memorandum of understanding that outlined what the Town provided for the organization and what services the BBHCC performed for the Town. That practice had stopped in 2016 but with the Senior Resources Committee of the BBHCC acting as the advisory committee for the AARP Age & Ability Friendly Community project as well as work being done to re-invigorate the Thriving in Place program, that it would be appropriate to resume the MOU practice. It was suggested by the Committee that the MOU should be for two years instead of just for one. Motion by Councilor Eastman, seconded by Councilor Ormsby to recommend a two year MOU with the BBHCC to the full Council. Vote 3 – 0.*
5. Adjourn – *Motion by Councilor Eastman, seconded by Councilor Ormsby to adjourn at 6:15 p.m. Vote 3 – 0.*

Respectfully submitted,

*Susan Lessard
Town Manager*

4h

**REGULATORY REVIEW COMMITTEE MEETING
6:30 P.M., THURSDAY, JULY 11, 2019
COUNCIL CHAMBERS – BUCKSPORT TOWN OFFICE**

MINUTES

1. **Call meeting to order** – *The meeting was called to order by Chairman Mark Eastman.*
2. **Roll call** – *Members present: Mark Eastman, David Kee, Dan Ormsby*
3. **Fee Schedule** – *Code Enforcement Officer Jeff Hammond explained research he had done into how different communities established fees for Planning Board review. There was a wide range of options. The Committee asked that the discussion be continued at the next meeting and also that the remainder of the fee schedule that had not been reviewed and finalized be included for discussion.*
4. **Use of Silver Lake for Swimming** – *The Town Manager explained that during the discussion of what to do about the swimming pool replacement there were many ideas for other swimming areas that might be used. The current comprehensive plan indicates that the Water Company has no objections to swimming in Silver Lake. After considerable discussion, motion by Councilor Ormsby, seconded by Councilor Kee to recommend that this be allowed to the full Council. Vote 3-0.*
5. **Town Farm – Winters Lot** – *The Town Manager presented information from Katie & Michael Libby to purchase foreclosed Map 8 Lot 21. This is not a buildable lot but is adjacent to property that they are purchasing. It has been in foreclosed status since 2012 and has been put out to bid previously with no offers received. Motion by Councilor Ormsby, seconded by Councilor Kee to recommend to the Council to sell Map 8 Lot 21 to Katie & Michael Libby for outstanding tax, interest & costs. Vote 3 - 0.*
6. **Adjournment** – *Motion by Councilor Ormsby, seconded by Councilor Kee to adjourn at 6:50 p.m. Vote 3-0.*

Respectfully submitted,

*Susan Lessard
Town Manager*

41

**BUCKSPORT INFRASTRUCTURE & PROPERTY COMMITTEE
MEETING
6:00 P.M., THURSDAY, JULY 25, 2019
BUCKSPORT TOWN OFFICE
MINUTES**

1. **Call meeting to order** – *The meeting was called to order at 6 p.m. by Chairman Carmichael.*
2. **Roll Call** – *Members present: Chairman Robert Carmichael, Jr., Councilor Paul Bissonnette, Councilor Mark Eastman. Also in attendance was Mayor Peter Stewart.*
3. **Riverview Cemetery Association – Request for Town to Consider Ownership**
Riverview Cemetery Treasurer Ken Foster addressed the Committee. He indicated that the Cemetery was asking the Town to consider assuming ownership and responsibility for the Riverview Cemetery because there were not sufficient volunteers to do all the work necessary for the care, maintenance, and financial recordkeeping necessary. He indicated that the cemetery was fiscally healthy with nearly \$500,000 in assets. He explained that some of the funds were for perpetual care and maintenance and some were for infrastructure additions or improvements. There are bylaws that govern the cemetery association and if the Town took it over, those bylaws would no longer be in effect. Mr. Foster indicated that the Cemetery Board had voted to ask the Town to take the cemetery over. A Committee member questioned whether or not the Town would be legally bound by the existing bylaws because people had purchased cemetery lots that identified certain maintenance requirements and other considerations. The Town Manager will contact the Town's attorney to find out the answers to legal responsibility questions. Mr. Foster indicated that it was the hope of the Cemetery Association to have the Town take over the cemetery on May 1, 2020.

This item will be placed on the next Infrastructure Committee agenda when the information from the attorney is available.

4. **Public Works Vehicle Bids** – *The Town Manager provided information related to bids received for the purchase of a new 1 ton plow truck. Three bids were received with the low bidder being Quirk of Bangor for a 2018 RAM 5500 for \$55,619. The truck will be paid for primarily from the proceeds of surplus equipment sold in addition to the sale to the Sewer department of a 1 ton dump truck for their use in hauling sludge to replace the one they have that is in poor condition. The net cost to the Highway equipment reserve should be approximately \$14,000. Motion by Councilor Eastman, seconded by Councilor Bissonnette to recommend purchase of the 2018 RAM 5500 to the full Council. Vote 3-0.*
5. **Road Work Proposals** – *Will be discussed at the next Infrastructure Committee meeting.*
6. **Adjournment** – *Motion by Councilor Eastman, seconded by Councilor Bissonnette to adjourn at 6:25 p.m. Vote 3-0.*
Respectfully submitted,

*Susan Lessard
Town Manager*

**REGULATORY REVIEW COMMITTEE MEETING
6:30 P.M., THURSDAY, AUGUST 8, 2019
COUNCIL CHAMBERS – BUCKSPORT TOWN OFFICE**

4j

MINUTES

1. **Call meeting to order** – *The meeting was called to order by Chairman Eastman at 6:30 p.m.*
2. **Roll call** – *Members present: Mark Eastman, Dan Ormsby, Peter Stewart. Other Councilors in attendance were Robert Carmichael, Jr. and Paul Bissonnette*
3. **Outside Agency Funding Policy – suggested change** – *The Town Manager explained that she had prepared a proposed change to the Council Outside Agency Funding Policy after getting feedback from a resident that if the Town was going to give agencies money – as much of it as possible should be spent in Bucksport. The proposed language would add a review criteria concerning how much agencies contract for goods/services in Bucksport. Committee members were in support of the idea but questioned how it would be monitored/enforced and felt that consideration had to be given over the price differential of in/out of town bids. Resident Jim Morrison also asked how such a policy would be enforced. A suggestion was made that perhaps one way to accomplish this would be to require that a certain percentage of agency expenses be made to Bucksport based vendors. Motion by Councilor Ormsby, seconded by Mayor Stewart to support the addition of this criteria. Vote 3-0. The Town Manager was directed to make changes to the funding application to include this concept and bring it back to the Committee for review.*
4. **Adjournment** – *Motion by Councilor Ormsby, seconded by Councilor Stewart to adjourn at 6:45 p.m. Vote 3-0.*

Respectfully submitted,

*Susan Lessard
Town Manager*



PO Box 914, Ellsworth, ME 04605-0914
667-5796

5a

Bucksport Shuttle Riders 2019

	July	YTD
Senior Center	6	18
Day Care	0	0
Health Center	1	5
Wen-Belle	0	0
Public Safety	0	0
Food Pantry	3	8
Knox Apts.	25	114
Credit Union	1	1
Main St	4	22
Gardner Commons	11	79
Drug Store	0	0
Family Medicine	0	0
McDonald's	0	0
Hannaford's	36	174
Rite-Aid	0	4
Hardware Store	0	4
Family Dollar	0	9
Eye Care	0	0
Other	0	0
TOTAL	87	438
Taxi Transfers	0	0
Tokens	3	11

Day	Date	Driver	Cab	
Time	Pick Up At	Dropping At	Amount	Tip
7/0	DOWN EAST Transport Inc PO Box 914 Ellsworth MAINE 04605			
From	City CATS 186 Parkview Ave Bangor Maine 04401			
7/3	(Bucksport July 2019)			
1.	923 34 Poverty Ridge RD	Post Office		10000
2.	939 Post Office	Hannaford		
3.	955 61 RT1	Congo church		
4.	1000 13 Buck St	Post Office		
5.	1006 Post Office	Hannaford		
6.	1035 90 School House RD	Hannaford		
7.	1045 Hannaford	13 Buck St		
8.	1051 Congo church	61 RT1		
9.	1059 Hannaford	McDonalds		
10.	1103 McDonalds	34 Poverty Ridge RD		
11.	1152 Hannaford	90 School House RD		
7/10.	0926 34 Poverty Ridge RD	Hannaford		10000
2.	0953 61 RT1	Laundry mat		
3.	0956 Congo church	7 2nd St.		
4.	0956 Congo church	7 2nd St		
5.	1001 13 Buck St	Post Office		
6.	1007 Post Office	Rite Aid		
7.	1024 Rite Aid	Hannaford		
8.	1042 Hannaford	13 Buck St		
9.	1120 Laundry mat	61 RT1		
10.	1127 Hannaford	34 Poverty Ridge RD		
11.	1209 90 School House RD	Hannaford		
12.	105 Hannaford	Family Dollar		
13.	126 Family Dollar	90 School House RD		
Total:			Driver Over:	
Office:		Cash:		
Driver:		Cab Supplies:	Driver Short:	

PR 8/2/19
 \$500.00
 4604
 Ed

Day	Date	Driver	Cab	
Time	Pick Up At	Dropping At	Amount	Tip
7/17	0922 34 Poverty Ridge RD	Post Office	100.00	
2	0942 Post Office	Banco Savings Bank		
3	0945 Banco Savings Bank	Community Pharmacy		
4	0955 Community Pharmacy	Hannabrook		
5	1005 Truier's Mkt	Hannabrook		
6	1011 13 Buck St	Community Pharmacy		
7	1019 Community Pharmacy	Post Office		
8	1025 Post Office	Rite Aid		
(15)	9/1024 Rite Aid	Health Center Dental		
10	1045 Hannabrook	Community Health Center		
11	1051 Community Health Center	72nd St		
12	1109 90 School House RD	Hannabrook		
13	1119 Health Center	13 Buck St		
14	1128 Hannabrook	34 Poverty Ridge RD		
15	1221 Hannabrook	90 School House RD		
7/24	0918 Mechanic St	Dentist	VS Cellular	100.00
2	0928 V.S. Cellular	Hannabrook		
3	0948 13 Buck St	Post Office		
4	1000 Post Office	Family Dollar		
5	1026 Family Dollar	13 Buck St		
6	1032 13 Buck St	Hannabrook		
7	1035 Hannabrook	36 Poverty Ridge RD		
8	1114 Hannabrook	13 Buck St		
9	1221 90 School House RD	Hannabrook		
10	108 Hannabrook	Duncan Donuts		
11	120 Duncan Donuts	90 School House RD		
7/31	92034 Poverty Ridge RD	Hannabrook	100.00	
2	959 13 Buck St	Post Office		
3	1003 Post Office	Rite Aid		
(16)	4/105 Community Pharmacy	Rite Aid		
5	1015 Rite Aid	Terri's Hardware		
6	1015 Rite Aid	72nd St		
Total:			Driver Over:	
Office:		Cash:		
Driver:		Cab Supplies:	Driver Short:	

Day	Date	Driver	Cab
Time	Pick Up At	Dropping At	Amount
7/31			
7 1030	90 school house ROAD	Hampford	
8 1037	Sears Hardware	Hampford	
9 1059	Hampford	13 Buck St	
10 1103	Hampford	Mcdonnells	
11 1108	Mcdonnells	34 Poverty Highway RD	
12 1150	Hampford	90 school House RD	
13 1200	90 school House RD	Main St Thrift Store	
14 1215	Main St Thrift Store	Hampford	
15 101	Hampford	Rite Aid	
16 118	Rite Aid	90 school House RD	
Total:			Driver Over: 500.00
Office:		Cash:	
Driver:		Cab Supplies:	Driver Short:

8a

RESOLVE #R-2020-11 TO PURCHASE A TRUCK AND PLOW

Whereas, the Town of Bucksport maintains a full time Fire Department for the protection of lives and property in the Town of Bucksport, and

Whereas, the truck and plow for the department are in poor condition, and

Whereas, funds were budgeted for replacement of the units

Whereas, bids were obtained for a new truck are as follows:

Quirk	2019 RAM 3500	\$35,872
Darlings	2019 FORD F350	\$37,685

Whereas, bids for the plow were as follows:

Bangor Truck Equipment	\$8,587.20
O'Connor	\$8,611.25

Whereas, Quirk 2019 RAM 3500 is the low bidder for the specified vehicle and Bangor Truck Equipment is the low bidder for the plow, therefore

Be it resolved by the Bucksport Town Council in town council assembled to award the bid for a new 2019 DODGE RAM 3500 for \$35,872 and a plow to Bangor Truck Equipment for \$8,587.20 to be funded from Fire Department Equipment Reserve

Acted on August 22, 2019

Yes ___ No ___ Abstained ___

Attested by Jacob Gran, Town Clerk

BUCKSPORT FIRE DEPARTMENT

89 Franklin Street, PO Box 1848, Bucksport, ME 04416
207-469-7951 (non-emergency, 24/7), 207-469-3122 (fax)

FROM THE DESK OF ACTING CHIEF MICHAEL DENNING
mdenning@bucksportmaine.gov



8-14-19

Sue-

Bids have been returned for the replacement of Rescue 2 pick-up truck. A total of 4 bids were sent out. They were to Ford/GMC/Chevrolet/Dodge. A total of 2 bids were received.

Quirk Dodge: \$ 35,872.00

Darlings Ford: \$ 37,685.00

I recommend the low bid of \$ 35, 872.00 from Quirk Dodge.

Price quotes for a snow plow were returned. A total of 3 were sent out. They were Bangor Truck Equipment; O'Connor Augusta; Darlings Ellsworth. A total of 2 quotes were received.

Bangor Truck Equipment: \$ 8,887.20

O'Connor Augusta: \$ 8,611.25

I recommend the price quote of \$8887.20 from Bangor Truck Equipment. (2 people needed to drop off truck in Augusta/2 people needed to pick truck up and drive to Bucksport) Also overheating concern driving home with plow mounted on front.

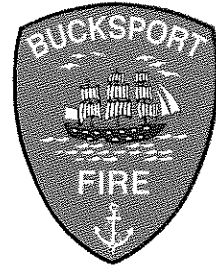
Thank You-

A/C Denning

BUCKSPORT FIRE DEPARTMENT

89 Franklin Street, PO Box 1848, Bucksport, ME 04416
207-469-7951 (non-emergency, 24/7), 207-469-3122 (fax)

FROM THE DESK OF ACTING CHIEF MICHAEL DENNING
mdenning@bucksportmaine.gov



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O'Connor Augusta: \$ 8,611.25

I recommend the price quote of \$8,587.20 from Bangor Truck Equipment

Thank You


A/C Denning

BANGOR TRUCK EQUIPMENT

195 Thatcher St. • Bangor, ME 04401
(207) 990-3757 • Toll Free 1-877-990-3757 • Fax (207) 990-1125
www.bangortruckequipment.com

Attn: Michael Denning
Town of Bucksport Fire Dept.
PO Box 1848
Bucksport, ME 04416

Date: 8-15-19
Phone: 469-7951
Email: mdenning@bucksportmaine.gov
Sales Rep.: Wayne Nason

Quote for Fisher Snowplow (Revised)

(1) 8'6" Fisher 'X-treme V2' Snowplow with:

- Stainless steel moldboard
- Minute-mount 2 attachment system
- Insta-act hydraulics
- Formed cutting edges
- Fish-stik hand-held control
- LED Snowplow headlights

Installed, FOB., Bangor, ME

\$6895.00

Options: Commercial blade guide; Add: \$30.10

Plow parka; Add: \$150.00

Emergency kit; Add: \$144.20

Back drag kit; Add: \$212.10

Curb guard kit; Add: \$157.50

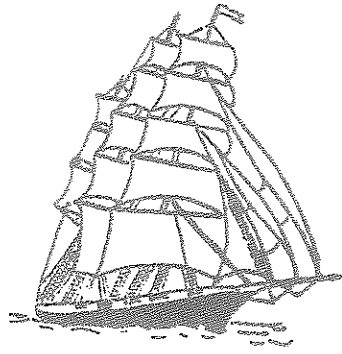
Shoe kit; Add: \$158.90

Carbide cutting edge kit; Add: \$630.00

Cupholder mount kit; Add: 29.40

Installation of options; Add: \$180.00

Total: \$ 8587.20



BUCKSPORT FIRE AND AMBULANCE

FRANKLIN STREET, PO BOX 1848
BUCKSPORT, MAINE 04416-1848

PHONE: (207) 469-7951 FAX: (207) 469-3122

BID REQUEST

The Town Of Bucksport Fire Department is seeking the following bid on a 2018 left over, or 2019 heavy-duty 1-ton 4 x 4 pick-up truck, with single rear wheel pick-up truck body. Cab will be 4 door crew cab with 6.5 foot bed. Truck color will be black. Snow plow prep package and trailer towing package included. Truck engine to be gas, but will consider diesel engine as well. Transmission to be automatic; truck must have air conditioning; have chrome entry steps, and sprayed bed liner in truck body. Truck must have some type of chrome appearance group as well. Bid must include time frame for delivery.

Bids will be accepted until August 6th, 2019, and will be opened at 1 p.m. that day. Questions may be directed to Acting Fire Chief Michael Denning at 207-469-7951, or mdenning@bucksportmaine.gov

Bids to be sent to the following address and be clearly marked: "PICK-UP TRUCK BID"

Bucksport Fire Department

P.O. Box 1848

Bucksport, Maine 0441

Attention: Acting Fire Chief Denning

If delivering by UPS/FED EX/Etc. use the following:

Bucksport Fire Department

89 Franklin Street

Bucksport, Maine 04416

Attention: Acting Fire Chief Denning

QUIRK CHRYSLER JEEP DODGE RAM FIAT OF
307 HOGAN ROAD
BANGOR, ME 044014205

Priced Order Confirmation (POC)

Date Printed: 2019-08-08 9:14 AM VIN: Quantity: 01
Estimated Ship Date: 2019-08-08 9:14 AM VON: 44317087 Status: BA - Pending order
Date Ordered: 2019-08-08 9:14 AM Ordered By: S87647L

Sold to: QUIRK CHRYSLER JEEP DODGE RAM FIAT OF BANGOR (26677)
307 HOGAN ROAD
BANGOR, ME 044014205
Ship to: QUIRK CHRYSLER JEEP DODGE RAM FIAT OF BANGOR (26677)
307 HOGAN ROAD
BANGOR, ME 044014205

Vehicle: 2019 3500 TRADESMAN CREW CAB 4X4 (149 IN WB 6 FT 4 IN Box) (D28L91)

	Sales Code	Description	MSRP(USD)
Model:	D28L91	3500 TRADESMAN CREW CAB 4X4 (149 IN WB 6 FT 4 IN Box)	41,450
Package:	2ZA	Customer Preferred Package 2ZA	0
	ESA	6.4L Heavy Duty V8 HEMI with MDS	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
Paint/Seat/Trim:	PXJ	Diamond Black Crystal P/C	100
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	MR5	Flat Whl-to-Whl Side Steps Chrome	745
	GFA	Rear Window Defroster	195
	DMF	4.10 Axle Ratio	145
	A61	Tradesman Level 1 Equipment Group	295
	AMP	Chrome Appearance Group	995
	AHD	Heavy Duty Snow Plow Prep Group	195
	XMF	Spray in Bedliner	565
	XHC	Trailer Brake Control	295
	5N6	Easy Order	0
	4EX	Sales Tracking	0
	132	Zone 32-New York	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0
Destination Fees:			1,695

HB: 1,349
FFP: 43,909
EP: 42,263

Total Price: 46,675

Order Type: Retail
Scheduling Priority: 4-Dealer Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

Instructions:

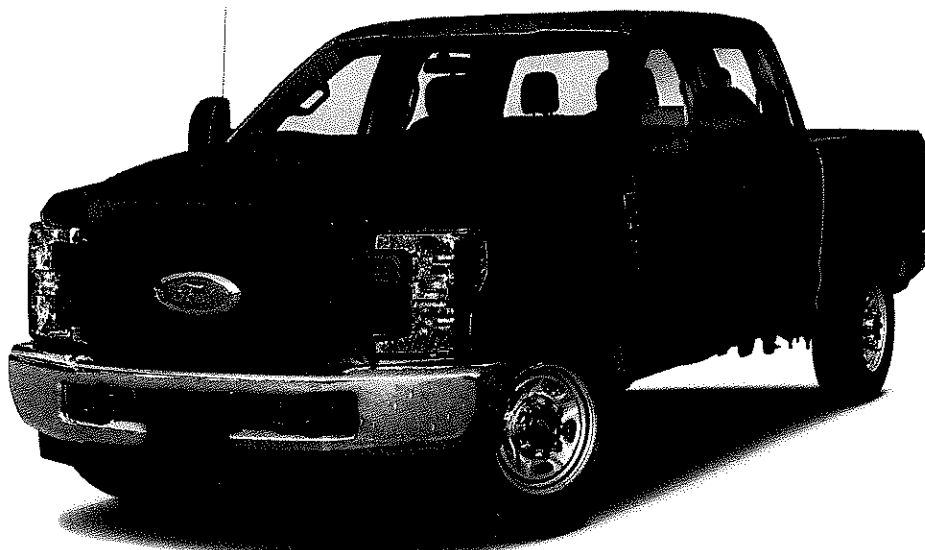
Bucksport Fire Price

\$35,872 ~

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Prepared for: Mr. Michael Denning, Acting Fire Chief, Town of Bucksport Fire Dept
89 Franklin Street, PO Box 1848
Bucksport, ME 04416
Office: 207-469-7951
Email: mdenning@bucksportmaine.gov

2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)



Vehicle options shown are not representative of actual vehicle

Actual truck will have chrome grille, chrome step bars, and aluminum wheels.

Client Proposal

Prepared by:
Jessica Bouchard
Office: 207-992-1506
Email: jessica.bouchard@darlings.com
Date: 08/06/2019

This truck is currently on order and subject to Ford scheduling it for production. Order to delivery time is currently 8-10 weeks.



Prepared for: Mr. Michael Denning

Acting Fire Chief, Town of Bucksport Fire Dept

Prepared by: Jessica Bouchard

08/06/2019

Darling's Bangor Ford | 403 Hogan Road Bangor Maine | 044014207



2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$40,725.00
Options & Colors	\$6,485.00
Upfitting	\$0.00
Destination Charge	\$1,595.00

Subtotal	\$48,805.00
-----------------	--------------------

Pre-Tax Adjustments

Code	Description	
Gov Discount	Ford Government Discount	-\$7,400.00
Dealer Discount	Darling's Discount	-\$3,720.00

Total	\$37,685.00
--------------	--------------------

Customer Signature

Acceptance Date

Prepared for: Mr. Michael Denning

Acting Fire Chief, Town of Bucksport Fire Dept

Prepared by: Jessica Bouchard

08/06/2019

Darling's Bangor Ford | 403 Hogan Road Bangor Maine | 044014207



2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W3B	Base Vehicle Price (W3B)	\$40,725.00
Packages		
610A	Order Code 610A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only. - Transmission: TorqShift 6-Speed Automatic (6R140) Includes SelectShift.	N/C
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex-Fuel badge on fleet orders only.</i>	Included
44P	Transmission: TorqShift 6-Speed Automatic (6R140) <i>Includes SelectShift.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
NONGV1	GVWR: 10,900 lb Payload Package	Included
Wheels & Tires		
TCH	Tires: LT275/65Rx18E BSW A/S <i>Includes:</i> - GVWR: 10,900 lb Payload Package	Included
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i>	Included
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	\$315.00
Other Options		
160WB	160" Wheelbase	STD
17S	STX Appearance Package	\$1,690.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Michael Denning

Acting Fire Chief, Town of Bucksport Fire Dept

Prepared by: Jessica Bouchard

08/06/2019

Darling's Bangor Ford | 403 Hogan Road Bangor Maine | 044014207



2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes STX fender vent badge.</i> <i>Includes:</i> <ul style="list-style-type: none">- Radio: AM/FM Stereo/MP3 Player- Includes 6 speakers.- SYNC Communications & Entertainment System- Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.- Bright Chrome Grille- Bright Chrome Hub Covers & Center Ornaments- Chrome Front Bumper- Chrome Rear Step Bumper- Steering Wheel-Mounted Cruise Control- Wheels: 18" Sparkle Silver Painted Cast Aluminum- Includes bright hub covers/center ornaments.- Tires: LT275/65R18E BSW A/S- GVWR: 10,900 lb Payload Package	
90I	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> <ul style="list-style-type: none">- Accessory Delay- Trailer Tow Mirrors w/Power Heated Glass- Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators.- Advanced Security Pack- Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.- Power Locks- Power Tailgate Lock- Power Front & Rear Seat Windows- Includes 1-touch up/down driver/passenger window.- Remote Keyless Entry	\$1,125.00
473	Snow Plow Prep Package REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application. NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow.</i>	\$185.00
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
86M	Medium Duty Battery - Dual 78 AH - <u>Dual Batteries</u>	\$210.00
67E	Extra Extra Heavy-Duty Alternator (240 Amp) REQUIRED when Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). Upfitter Switches (66S) and 110V/400W Outlet (43C) are ordered together.	N/C
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>	\$270.00
18C	6" Angular Chrome Step Bar	\$695.00
873	Rear CHMSL Camera <i>Display in center stack screen. Includes LED Center High-Mounted Stop Lamp (CHMSL) with cargo light and rear video camera.</i>	\$200.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Michael Denning

Acting Fire Chief, Town of Bucksport Fire Dept

Prepared by: Jessica Bouchard

08/06/2019

Darling's Bangor Ford | 403 Hogan Road Bangor Maine | 044014207



2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

As Configured Vehicle (cont'd)

Code	Description	MSRP
592	LED Roof Clearance Lights	\$95.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
PAINT	Monotone Paint Application	STD
43B	Fixed Rear-Window w/Defrost	\$60.00
924	Privacy Glass	\$30.00
43C	110V/400W Outlet REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
66S	Upfitter Switches (6) REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B) and Gas engine (996); or Dual Alternators (67A) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B) and Diesel engine (99T). <i>Located in overhead console.</i>	\$165.00
585	Radio: AM/FM Stereo/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>	Included
39S	SiriusXM Radio <i>SiriusXM Traffic and Travel Link includes a 5-year prepaid subscription. Services are not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SinusXM Radio Inc.</i>	\$185.00
Emissions		
425	50-State Emissions System	STD
Interior Colors		
1S_02	Medium Earth Gray	N/C
Primary Colors		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Michael Denning
Acting Fire Chief, Town of Bucksport Fire Dept
Prepared by: Jessica Bouchard
08/06/2019



Darling's Bangor Ford | 403 Hogan Road Bangor Maine | 044014207

2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

As Configured Vehicle (cont'd)

Code	Description	MSRP
UM_03	Agate Black Metallic	N/C
SUBTOTAL		\$47,210.00
Destination Charge		\$1,595.00
TOTAL		\$48,805.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Michael Denning
Acting Fire Chief, Town of Bucksport Fire Dept
Prepared by: Jessica Bouchard
08/06/2019



Darling's Bangor Ford | 403 Hogan Road Bangor Maine | 044014207

2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60,000 miles	Months	60 months
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Prepared for: Mr. Michael Denning
 Acting Fire Chief, Town of Bucksport Fire Dept
 Prepared by: Jessica Bouchard
 08/06/2019



2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Darling's Bangor Ford | 403 Hogan Road Bangor Maine | 044014207

Major Equipment

(Based on selected options, shown at right)

6.2L V-8 SOHC w/SMPI 385hp
 TorqShift 6 speed automatic w/OD

- * Rear locking differential driver selectable
- * Brake assistance
- * LT 275/65R18 E BSW AS S-rated tires
- * Firm suspension
- * Air conditioning
- * SiriusXM AM/FM/Satellite with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags
- * SecurILock immobilizer
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Audio control on steering wheel
- * Front axle capacity: 6000 lbs.
- * Front spring rating: 5990 lbs.
- * Frame section modulus: 10.7 cu.in.
- * Cab to axle: 39.9"

Fuel Economy

Exterior: Agate Black Metallic
 Interior: Medium Earth Gray

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 18 x 8 aluminum wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front split-bench seats
- * Running boards
- * Class V hitch
- * Rear axle capacity: 7280 lbs.
- * Rear spring rating: 6780 lbs.
- * Frame Yield Strength 50000 psi

As Configured Vehicle

STANDARD VEHICLE PRICE	MSRP
Order Code 610A	\$40,725.00
Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
Transmission: TorqShift 6-Speed Automatic (6R140)	Included
160" Wheelbase	STD
Monotone Paint Application	STD
50-State Emissions System	STD
Privacy Glass	\$30.00
Fixed Rear-Window w/Defrost	\$60.00
Power Equipment Group	\$1,125.00
Accessory Delay	Included
Trailer Tow Mirrors w/Power Heated Glass	Included
Advanced Security Pack	Included
Power Locks	Included
Power Tailgate Lock	Included
Power Front & Rear Seat Windows	Included
Remote Keyless Entry	Included
Rear CHMSL Camera	\$200.00
STX Appearance Package	\$1,690.00


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Prepared for: Mr. Michael Denning
 Acting Fire Chief, Town of Bucksport Fire Dept
 Prepared by: Jessica Bouchard
 08/06/2019



Darling's Bangor Ford | 403 Hogan Road Bangor Maine | 044014207

2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

City		Hwy	As Configured Vehicle	MSRP
N/A		N/A	Radio: AM/FM Stereo/MP3 Player	Included
			SYNC Communications & Entertainment System	Included
			Bright Chrome Grille	Included
			Bright Chrome Hub Covers & Center Ornaments	Included
			Chrome Front Bumper	Included
			Chrome Rear Step Bumper	Included
			Steering Wheel-Mounted Cruise Control	Included
			Wheels: 18" Sparkle Silver Painted Cast Aluminum	Included
			Tires: LT275/65Rx18E BSW A/S	Included
			GVWR: 10,900 lb Payload Package	Included
			Medium Duty Battery - Dual 78 AH	\$210.00
			Tough Bed Spray-In Bedliner	\$595.00
			Extra Extra Heavy-Duty Alternator (240 Amp)	N/C
			Upfitter Switches (6)	\$165.00
			LED Roof Clearance Lights	\$95.00
			Trailer Brake Controller	\$270.00
			Snow Plow Prep Package	\$185.00
			110V/400W Outlet	\$175.00
			Transfer Case & Fuel Tank Skid Plates	\$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Michael Denning
Acting Fire Chief, Town of Bucksport Fire Dept
Prepared by: Jessica Bouchard
08/06/2019



Darling's Bangor Ford | 403 Hogan Road Bangor Maine | 044014207

2019 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

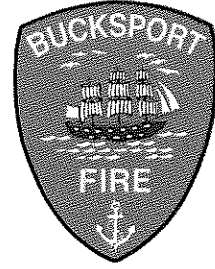
<i>As Configured Vehicle</i>	MSRP
SiriusXM Radio	\$185.00
6" Angular Chrome Step Bar	\$695.00
Electronic-Locking w/3.73 Axle Ratio	\$390.00
Agate Black Metallic	N/C
Medium Earth Gray	N/C
Cloth 40/20/40 Split Bench Seat	\$315.00
<hr/>	
SUBTOTAL	\$47,210.00
Destination Charge	\$1,595.00
<hr/>	
TOTAL	\$48,805.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

BUCKSPORT FIRE DEPARTMENT

89 Franklin Street, PO Box 1848, Bucksport, ME 04416
207-469-7951 (non-emergency, 24/7), 207-469-3122 (fax)

FROM THE DESK OF ACTING CHIEF MICHAEL DENNING
mdenning@bucksportmaine.gov



8-8-19

The Town Of Bucksport Fire Department is soliciting price quotes for the following:

1 Fisher Extreme V2 stainless steel 8'6" plow/ mounts wiring/push-plates/head gear/installation/etc. to fit a 2019 Dodge Ram 3500 Tradesman crew cab 4 x 4 single rear wheel pick-up truck with 6 foot 4 inch box. Questions may be directed to Assistant Fire Chief Michael Denning at 207-469-7951, or mdenning@bucksportmaine.gov.

Quotes may be sent to the following:
mdenning@bucksportmaine.gov

- Plow options to include the following:
26530K 26812-1 43500 44282-3 44406 44710 50700 86887 82006

BANGOR TRUCK EQUIPMENT

195 Thatcher St. • Bangor, ME 04401
(207) 990-3757 • Toll Free 1-877-990-3757 • Fax (207) 990-1125
www.bangortruckequipment.com

Attn: Michael Denning
Town of Bucksport Fire Dept.
PO Box 1848
Bucksport, ME 04416

Date: 8-9-19
Phone: 469-7951
Email: mdenning@bucksportmaine.gov
Sales Rep.: Wayne Nason

Quote for Fisher Snowplow

(1) 8'6" Fisher 'X-treme V2' Snowplow with:

- Stainless steel moldboard
- Minute-mount 2 attachment system
- Insta-act hydraulics
- Formed cutting edges
- Fish-stik hand-held control
- LED Snowplow headlights

Installed, FOB., Bangor, ME \$7195.00

Options: Commercial blade guide; Add: \$30.10
Plow parka; Add: \$150.00
Emergency kit; Add: \$144.20
Back drag kit; Add: \$212.10
Curb guard kit; Add: \$157.50
Shoe kit; Add: \$158.90
Carbide cutting edge kit; Add: \$630.00
Cupholder mount kit; Add: 29.40

Installation of options; Add: \$180.00

Total Cost: \$ 8887.20

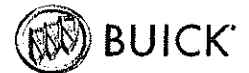


GMC · BUICK · VOLVO · MACK · CHEVROLET · CADILLAC · VOLKSWAGEN



187 RIVERSIDE DRIVE
AUGUSTA, MAINE 04330
TEL. (207) 622-3191
1-800-452-1911

299 WARREN AVENUE
PORTLAND, ME 04103
TEL. (207) 797-7837
1-800-464-6225



www.oconnorwheels.com

IMPORTANT NOTICE

CORES must be COMPLETELY drained, be COMPLETELY assembled, be returned in ORIGINAL containers with shipping plugs, plastic bags, retainers, etc., installed and not be damaged to receive full credit. NEW parts must be returned in like NEW condition, in original like NEW containers and be CLEAN. Please note other return policies on the bottom of this invoice. THANK YOU for choosing O'CONNOR'S as your parts supplier.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
14 AUG 19		14 AUG 19	14 AUG 19	Q909593

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ACCOUNT NO. 14

MUNICIPAL PRICING
STEVE DENIS
TOWN OF BUCKSPORT FIRE DE

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PAGE 1 OF 1

Q909593

SHIP VIA		SLSM.	TAX EXEMPT NO.	TERMS	F.O.B. POINT		
		781		CASH	Augusta, ME		
QTY	SHIP	B.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	26530K	BF16 COMMERCIAL	43.00	29.67	29.67
1	1	0	26812-1	BF01 PLOW PARKA	215.00	148.35	148.35
1	1	0	43500	EMERGENCY	206.00	142.14	142.14
1	1	0	44282-3	C020 BACK DRAG	303.00	209.07	209.07
1	1	0	44406	BF43 CURB GUARD	225.00	155.25	155.25
1	1	0	41812	C020 RUBBER DEF	308.00	212.52	212.52
1	1	0	50700	BF45 SHOE KIT -	227.00	156.63	156.63
1	1	0	86887	CARBIDE CU	900.00	576.00	576.00
1	1	0	82006	DISPLYCUPHOLDER	42.00	28.98	28.98
1	1	0	LABOR	PLOW INSTA	350.00	350.00	350.00
1	1	0	LABOR	ACC INSTAL	250.00	250.00	250.00
1	1	0	8-6XV2SLED	PLOW XV2S LED H	9926.00	6352.64	6,352.64
**** INVOICE QUOTE - DO NOT PAY ****							
PLEASE NOTE DUE TO MANUFACTURER RESTRICTIONS, SPECIAL ORDER PARTS ARE NON-RETURNABLE.				PARTS	8,611.25		
				SUBLET			
				FREIGHT	0.00		
				SALES TAX	0.00		
CUSTOMER'S SIGNATURE				TOTAL	\$8,611.25		
X							

TERMS: NET 30 DAYS FROM INVOICE DATE FINANCE CHARGE AT 1 1/2% PER MONTH (18% APR) ON PAST DUE BALANCES.

RETURN POLICY

No refunds after 15 days. 15% restocking charge. No refunds or returns on any fuel or electrical parts. Special order parts are non-returnable and a deposit is required. All claims and returned goods must be accompanied by this bill.

NO RECEIPTS WITHOUT THIS INVOICE

8c

**RESOLVE #R-2020-13 TO APPROVE ACCEPTANCE OF THE SHORE & HARBOR
PLANNING GRANT**

Whereas, the Town of Bucksport is working on improvements to its Town Dock and waterfront,
and

Whereas, the Town of Bucksport has identified the need for a larger, year round dock, and

Whereas, planning and engineering are necessary in order to apply for construction grants, and

Whereas, the Town applied to the State of Maine Department of Marine Resources for a grant
for planning and design of the Town Dock improvements and was awarded \$30,000,

Be it resolved by the Bucksport Town Council in Town Council assembled to approve the
acceptance of Shore & Harbor Planning Grant with the matching grant amount to be taken from
waterfront reserve.

Acted on August 22, 2019

Yes ____ No ____ Abstained ____

Attested by: Jacob Gran, Town Clerk



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF MARINE RESOURCES
21 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0021

8c
PATRICK C. KELIHER
COMMISSIONER

2020 Shore and Harbor Planning Grant Award Letter

June 5th, 2019

Mike Ormsby, Harbormaster
P.O. Box 358
Bucksport, ME 04416

Dear Mr. Ormsby,

I am pleased to inform you that the Shore and Harbor Planning Grant review committee has recommended a grant award of \$30,000 for the Planning and Design of Town Pier Improvements project. This recommendation is based on project scoring and the committee's evaluation of the impacts of the project.

We received applications for 11 projects totaling \$228,750 in requests. The review committee did its best to fund the projects that would have direct impacts on harbor planning and management and adjacent shore land development to improve public access and use. I would be happy to discuss the committee's evaluation of your project.

The grant will be awarded through a State contract procedure. Attached, please find a draft award contract for review. Once we have the terms in place, the Town will sign the contract and send two copies with original signature back to this office for processing. The grant award will be made by check directly to the Town following an invoice to the State for services performed, as detailed in the contract.

Congratulations on your successful grant proposal. I look forward to working with you to get your project underway and seeing the results!

Sincerely,

Matthew Nixon
Deputy Director
Maine Coastal Program
32 Blossom Lane
Augusta, ME 04333-0093
207-287-1491
Matthew.E.Nixon@Maine.gov



SERVICE CONTRACT

DATE: 6/24/2019

ADVANTAGE CONTRACT #: N/A

DEPARTMENT AGREEMENT #: Shore and Harbor Planning Grant Program

CONTRACT AMOUNT: \$ \$30,000

START DATE: 7/26/2019

END DATE: 12/31/2020

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: Marine Resources, Maine Coastal Program

Address: 32 Blossom Lane

City: Augusta

State: ME

Zip Code: 04333

PROVIDER

PROVIDER: Town of Bucksport

Address: 50 Main Street

City: Bucksport

State: ME

Zip Code: 04416

Provider's Vendor Customer #: VC1000011620

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Marine Resources

Town of Bucksport

Signature of Authorized Representative Date

Signature of Authorized Representative Date

Patrick Keliher, Commissioner

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Payment Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D – Certification Regarding Compliance with Federal Audit Requirements
<input checked="" type="checkbox"/>	Rider E – NOAA Requirements
<input checked="" type="checkbox"/>	Rider F – Debarment Certification
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	BAA - NA
<input type="checkbox"/>	Other – NA

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: Thomas Gildersleeve

Email: Thomas.Gildersleeve@Maine.gov

Address: 32 Blossom Lane

City: Augusta

State: ME

Zip Code: 04333

Telephone: (207) 529-3274

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: Kathleen Leyden

Email: Kathleen.Leyden@Maine.gov

Address: 32 Blossom Lane

City: Augusta

State: 04333

Zip Code: ME

Telephone: (207) 287-3144

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Mike Ormsby

Email: Click or tap here to enter text.

Address: P.O. Box 358

City: Bucksport

State: ME

Zip Code: 04416

Telephone: (207) 469-5902

PAYMENT RIDER**CONTRACT AMOUNT:** \$ 20,051**Funding Source:** The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$	NA
Dedicated/Special Revenue	\$	NA
Federal Funds	\$	30,000

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 30,000	013	13A	Q102	02	6331	0097419		NO	FY20

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
		Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.		Click or tap here to enter text.	

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
Click or tap here to enter text.									

(Departments – Attach a separate sheet as needed for additional coding.)

INVOICES AND PAYMENT:

Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.

Additional Payment Requirements: NA

RIDER A SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine
Site	Working Waterfront Site
NOAA	National Oceanic and Atmospheric Administration

II. INTRODUCTION/OVERVIEW:

The Town of Bucksport is seeking to expand the existing Town Pier to increase capacity and function for cruise ships, transient boaters, and local mariners. The existing facility includes a 315 ft long float system that is installed seasonally, which is accessed from an adjacent pier by a 36 ft gangway. The Town would like to expand the length of the float system to 400 ft to better accommodate the growing demand for cruise ship berthing. The new design is expected to use heavy duty concrete floats that will allow for year-round installation. In addition to cruise ships, the expanded facility will serve transient and local boaters with slips for small craft and dinghy tie up for the adjacent moorings. The facility will be designed to be ADA compliant, and will include an upgraded ADA ramp from the existing pier to the new floats, and ADA compliant floats.

III. DELIVERABLES:

- Site Investigations and Background Data Collection

The consultant will perform an inspection of the facility to document existing conditions and required upgrades. Existing information will be reviewed related to coastal exposure, sea level rise, adjacent habitats, physical site conditions, and other pertinent information. Project base plans will be developed.

- Concept Design Development

The consultant will prepare a series of concept designs for the desired improvements that consider alternative approaches to accomplishing the project goals. Concepts will be evaluated on the basis of cost, function, longevity, resource impacts, and other pertinent factors. The concepts will be reviewed by Town staff and stakeholders and a preferred concept will be identified.

STATE OF MAINE | SERVICE CONTRACT

- Preliminary Design Development

The consultant will prepare preliminary design plans and specifications for the project. These plans will represent approximately 50% design complete. Cost estimates will also be prepared to support future project budgeting.

- Permitting

The consultant will prepare and file permit applications for the project. These are anticipated to include: Maine DEP NRPA permit, USACE Category 2 Permit, Town of Bucksport Land Use Permit, and a modification of the existing Submerged Lands Lease. Note that the MCP funds will be used only for the professional services related to preparing and filing the applications. Permit application fees will be paid for separately using local funding.

- Preparation of Project Deliverables

The project deliverables will include a Preliminary Design Planset, a Preliminary Design Report in Maine DOT format, a cost estimate, and completed State, Local, and Federal permits. These deliverables will be prepared by the Town's engineering consultant and provided as a deliverable package for the MCP funded project.

IV. PERFORMANCE MEASURES: This contract's success will be measured by whether or not all of the above has been accomplished to the satisfaction of the Department.

V. REPORTS

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	One Midterm Progress Report	Progress to Date
2.	One final Summary Report	Final report on work accomplished

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all final versions of each report listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report: ("Each year/quarter/month/week")	Due Date and/or Frequency: (# days after each year/quarter/month/week)
1.	Progress Report	Midterm Progress Report	March 31st, 2020
2.	Final Summary Report	Final Report Submission	December 31st, 2020

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Agreement Administrator listed in section "DEPARTMENT AND PROVIDER POINT OF CONTACTS" of this Agreement.

**RIDER B
TERMS AND CONDITIONS**

1. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
2. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
3. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
4. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
5. **SUB-AGREEMENTS.** Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
6. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
7. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in

conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
8. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
9. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
10. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this

subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

11. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
12. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
13. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
14. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
15. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
16. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

17. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
18. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
19. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
20. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
- Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Payment Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion
21. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
22. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
23. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have

been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

24. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
25. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C

EXCEPTIONS

N/A

RIDER D
Certification Regarding
Compliance with Federal Audit Requirements

CFDA Name: NOAA Coastal Zone Management Award to the Maine Coastal Program CFDA number: 11.419

Compliance is required by:

- 2 CFR §200.331(a)(1)(xi), (a)(2), (f) <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-331.pdf>
- 2 CFR §200.501 (inserted below for convenience) <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-501.pdf>
- 2 CFR §200.521(c) <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-521.pdf>

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ABOVE REGULATIONS)

§ 200.501 Audit requirements.

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same passthrough entity, and that Federal agency, or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503.

The prospective primary participant/sub-awardee/contractor certifies to the best of its knowledge and belief that it and its principals:

DO ☐ expend \$750,000 or more federal awards and are required to comply with audit requirements above. A copy of the report will be submitted.

DO NOT ☐ expend \$750,000 or more federal awards and are NOT required to comply with audit requirements above.

Should prospective primary participant/subawardee/contractor status change during our agreement period we will notify the Department.

Print Name and Title and "Provider" name, Authorized Representative

Signature of Authorized Representative

RIDER E

NOAA Requirements

The Vendor agrees to comply with the Department of Commerce Financial Assistance Standard Terms and Conditions referenced herein as part of Rider E of this Agreement which can be downloaded as follows:

http://www.osc.doc.gov/oam/grants_management/policy/documents/Department%20of%20Commerce%20Standard%20Terms%20&%20Conditions%2031%20March%202017.pdf

This agreement includes federal funding CFDA # 11.419 Coastal Zone Management Administration Awards.

The Maine Coastal Program calls your attention to the following NOAA requirements:

PUBLICATIONS AND ACKNOWLEDGEMENT OF SPONSORSHIP

The cover of the title page of all reports, studies, presentations or other documents supported in whole or in part by this award or any sub-award shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration.

The Vendor is responsible for assuring that all work products developed and distributed in draft or final form including utilizing NOAA funding include the following funding acknowledgement and Maine Coastal Program and NOAA logos:

This [report/video/presentation/internet site] was prepared by the Vendor under award CZM NA18NOS4190097 to the Maine Coastal Program from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the National Oceanic and Atmospheric Administration or the Department of Commerce.

The Vendor is also responsible for assuring that meeting agendas and PowerPoint presentations include an abbreviated funding acknowledgement and Maine Coastal Program and NOAA logos.

GEOSPATIAL DATA

For any CZM award that is providing federal funds for collection or production of geospatial data (e.g. GIS data layers), the Provider will comply to the maximum extent practicable with Executive Order 12906 "Coordinating Geographic Data Acquisition and Access: The National Spatial Data Infrastructure" Federal Register Vol. 59, Number 71, pp. 17671 - 17674, the award Provider shall document all new geospatial data it collects or produces using the standard developed by the Federal Geographic Data Committee (FGDC), and make that standardized documentation electronically accessible to OCRM. The standard can be found at <http://www.fgdc.gov/metadata/csdgm>.

All spatial data created shall be maintained by the Vendor in a manner that is easily accessible to the public. A list of the spatial data created during this project and the process by which this data may be accessed (e.g. website) will be included referenced within the body of applicable work product.

RIDER F

Certification Regarding
Debarment, Suspension and Other Responsibility Matters
Primary covered Transactions

Vendor Name: _____

Date: _____

Certification Regarding
Debarment, Suspension and Other Responsibility Matters
Primary covered Transactions

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title, Authorized Representative

Signature

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the Maine Coastal Program's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the Maine Coastal Program determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the Maine Coastal Program may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Maine Coastal Program if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Maine Coastal Program for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Maine Coastal Program.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" provided by the Maine Coastal Program, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Maine Coastal Program may terminate this transaction for cause or default.

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: Maine**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

Business Associate Agreement

(NA

Other:

NA

8d

**RESOLVE #R 2020-14 TO PLACE A RESOLVE ON THE NOVEMBER 2019 BALLOT
FOR THE PURPOSE OF BORROWING MONEY FOR ROAD REPAIR**

Whereas, the Town of Bucksport maintains more than 50 miles of local roadways, and

Whereas, the condition of many roads has deteriorated and require pavement and repair, and

Whereas, the Town wishes to do a 3 year improvement plan to bring roads up to good condition and then maintain a road maintenance plan to keep them in good condition, and

Whereas, the estimated cost of the three year project is \$3,000,000, and the Town Charter requires that all appropriations or borrowing over \$250,000 be submitted to the voters for approval, and

Be it resolved by the Town Council in Council assembled place a resolve on the November 2019 ballot for the purpose of borrowing up to \$3,000,000 for road repair.

Acted on August 22, 2019

Yes ___ No ___ Abstained ___

Attested by Jacob Gran, Town Clerk
